

THIS INDENTURE WITNESSETH: That the undersigned, NATL BOULEVARD BK OF CHICAGO, a corporation organized and existing under the laws of the State of ILLINOIS, and duly authorized to transact business in the State of Illinois, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated NOVEMBER 19, 1980, and known as Trust Number 8844, hereinafter referred to as the Mortgagor, does by these presents grant, remise, release, alien and convey unto

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America (hereinafter referred to as the Mortgagee or the Association), its successors and assigns the following real estate situated in the County of COOK, in the State of ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF:

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screens on doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property, with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE:

(1) the payment of a Note, executed concurrently herewith by the Mortgagor and delivered to the Mortgagee, bearing even date herewith, in the principal sum of FIFTY SIX THOUSAND AND 00/100

Dollars (\$ 56,000.00), which Note, together with interest thereon as

therein provided (including provisions for adjustment in the interest rate), the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinbefore specifically described, in monthly installments of

FOUR HUNDRED EIGHTY SIX AND 27/100

Dollars (\$ 488.27), commencing the FIRST day of JULY, 1988, which payments are to be applied, first to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, which said advances may be in the amount of \$ 00.00 in excess of the principal amount named in said Note.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water, charges and sewer service charges against said property (including those theretofore due), and to furnish Mortgagee, upon request, with duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured, for the full insurable value thereof, against damage by fire, and such other hazards as the Mortgagee may require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such forms as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair without waste, and free from any mechanic's lien or other lien or claim of lien not expressly subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had or obtained (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property, (c) any purchase on conditional sale, lease or agreement under which a title is reserved in vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. (1) In order to provide for the payment of taxes, assessments, insurance premiums and other similar current charges upon the property securing this indebtedness, the undersigned promises to pay to the Association, monthly, in addition to the above payments, a sum estimated by the Association to be equivalent to one-twelfth (1/12th) of the amount payable annually for such taxes and other items, and to make as well if necessary a lump sum payment sufficient to create on January first of each year a fund in the Association to pay when due all taxes on such real estate security for the prior year. All payments provided for in this paragraph may, at the option of the Association: (a) be held in trust by it for the payment of the items in this paragraph described; without obligation to pay to the undersigned any interest thereon or earnings therefrom (in such case the Association may commingle such payments with its own funds); (b) be carried in a savings deposit and withdrawn by the Association for the payment of such items; or (c) in the event the Association advances upon this obligation its own funds to pay said items as the same accrue and become payable, be credited to the unpaid balance of said indebtedness as received. If the amount established by the Association to be sufficient to pay said items is not sufficient for such purpose, the undersigned promises to pay the difference upon demand. If such sums are held in trust or carried in a savings deposit the same are hereby pledged to further secure the indebtedness secured hereby. Said Association is authorized and is given the option to pay said items as charged or billed without further inquiry. All estimates contemplated by this paragraph B shall be made by the Association and shall be conclusive on the undersigned. (2) In the event of failure of the undersigned to make any payment of whatever nature, periodic or otherwise, required by the terms hereof or by the provisions of said Note secured hereby, the Association may, at its option, discharge such obligation of the undersigned by itself advancing such payment and, in that event, all such advances shall be added to the unpaid balance under said Note as of the first day of the month during which such advance is made, and the advance and interest thereon shall be secured hereby.

C. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of said Note indebtedness under all of the terms of said Note and this contract as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to such indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys, together with interest thereon at the rate then applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

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AMINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
and is to be mailed to
CAROL J. BLACKWOOD, 4881 V. Park Drive, Chicago, Illinois 60630
This instrument was prepared by:

GIVEN under my hand and Notarial Seal, on this _____ day of _____, 19____, at _____, Illinois, as Trustee as aforesaid, for the uses and purposes therein set forth.

Secretary of said corporation, as their free and voluntary act and deed and caused the Secretary of said corporation and caused the said instrument to be signed and delivered personally known to me to be the same persons whose names are sub-

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CONDOMINIUM RIDER 0 6 9

THIS CONDOMINIUM RIDER is made this day of, 19....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 110 SOUTH DUNTON AVENUE #45 ARLINGTON HEIGHTS, ILLINOIS 60005 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ROYAL DUNTON

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

As used herein, any reference to National Boulevard Bank of Chicago shall mean BOULEVARD BANK NATIONAL ASSOCIATION, its successor through merger.

.....(Seal)
Borrower
BOULEVARD NATIONAL BANK OF CHICAGO
U/T A 6644

.....(Seal)
Borrower
ASST. VICE PRESIDENT

86217069

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Property of Cook County Clerk's Office

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Unit 4-J as delineated in surveys of the following described parcels of real estate (hereinafter together referred to as "Parcel"):

Parcel 1:

Lots 2 and 3 in Sigwalt's Subdivision of the North 1/2 of the West 15 acres of the North 30 acres of the West 1/2 of the Northwest 1/4 of Section 32, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 2 chains of the North 4.25 chains of the East 2.50 chains of the West 10 chains of the West 1/2 of the Northwest 1/4 of Section 32, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to declaration made by LaSalle National Bank, a National Banking Association not personally, but as Trustee under Trust No. 39135, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 27663600, and registered in the Office of the Registrar of Titles in Cook County, Illinois, as document LR 2586499, together with an undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey); also together with an exclusive easement for the parking purposes in and to parking space No. "P-4" as defined and delineated in said declaration and surveys, in Cook County, Illinois.

ML H.W.

Permanent Tax Number: 03-32-101-042-1029 Volume 234

110 DUNTON AVE. HTS.

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